

RESOLUTION NUMBER
704 - 1938

To construct, maintain and repair a private overhead passage-way, ramp or overpass over and across Webster St. in the City of Fort Wayne (27) ft. above the surface of the street, and said overhead structure will be sub. (28) ft. (6) in. wide and approx. 19 ft. high, and the length of said overhead structure from the main building of the petitioner, PERFECTION BISCUIT CO. on the E. side of Webster St. to bread plant * * * * building to building.

APPROVE-ADOPT: Tues. July 19, 1938

Not. Prop. Owns: July 22-29, 1938

Hearing: Thurs. Aug. 11, 1938, 7:30 P.M.

Confirmed: " " " " "

As. Roll Ord: " " " "

As. Roll Apprvd: Thu. Aug. 25, 1938, 7:30 P.M.

Notices served: Thu. Aug. 26, 1938

Hearing: Thu. Sept. 8, 1938, 7:30 P.M.

Confirmed: " " " " " "

DECLARATORY RESOLUTION
NO. 704-1938

WHEREAS, Webster Street from the North line of Pearl Street to the South line of the right of way of the New York, Chicago & St. Louis Railroad Company is a public thoroughfare in the City of Fort Wayne, Allen County, Indiana; and,

WHEREAS, Webster Street at this particular point does not proceed across the right of way of the New York, Chicago & St. Louis Railroad Company; and,

WHEREAS, very little vehicular traffic traverses this particular portion of Webster Street; and,

WHEREAS, the Perfection Biscuit Company owns all of the real estate abutting and adjoining Webster Street from the North line of Pearl Street to the South line of the right of way of the New York, Chicago, & St. Louis Railroad Company; and,

WHEREAS, the construction of a private overhead passageway, ramp, or overpass would be beneficial to the public and would not be detrimental to or inconsistent with the free use of the easement of the traveling public over said Webster Street; and,

WHEREAS, the Perfection Biscuit Company, a corporation, organized under the laws of the State of Indiana, have heretofore filed with this Board its petition for permission to construct, maintain and repair a private overhead passageway, ramp or overpass over and across Webster Street in the City of Fort Wayne twenty-seven (27) feet above the surface of the street, and said overhead structure will be substantially twenty-eight (28) feet six (6) inches wide and approximately nineteen (19) feet high, and the length of said overhead structure from the main building

of the petitioner, Perfection Biscuit Company, on the east side of Webster Street to the bread plant on the west side of Webster Street will be sixty-six (66) feet from building to building;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA:

1. That the construction, maintenance and repair of said private overhead passageway, ramp or overpass would not be detrimental to, nor inconsistent with the free use of the easement of the public in said Webster Street and would be beneficial to the public and that said Board desires to grant said petition.

2. That said petition be and it is hereby granted and that the said Perfection Biscuit Company be and it is hereby given permission, right and authority to construct, maintain and repair a private overhead passageway, ramp, or overpass over and across Webster Street twenty-seven (27) feet above the surface between the North line of Pearl Street and the South line of the right of way of the New York, Chicago, & St. Louis Railroad Company, connecting the main building of the petitioner, Perfection Biscuit Company on the east side of Webster Street to the bread plant on the west side of Webster Street, and all in the manner, on the conditions and of the material, specifications and dimensions more fully set forth and described in said petition and in the preamble hereto.

3. That said overhead structure will be substantially twenty-eight (28) feet and six (6) inches wide and approximately nineteen (19) feet high and approximately sixty-six (66) feet in length, all in accordance with the plans and specifications now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana.

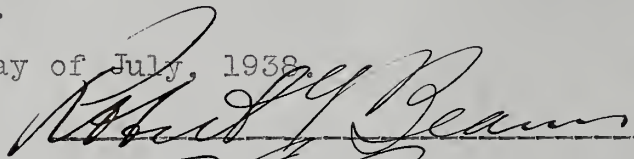
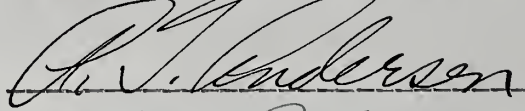
4. That the real estate that will be injuriously or beneficially affected by said private overhead passageway, ramp or overpass, and all of which is situate in the City of Fort Wayne, in the County of Allen, State of Indiana, is described as follows, to-wit:

Lots Five (5) and Six (6), Block Ten (10) Ewings Addition to the City of Fort Wayne, and part of Lot Five Hundred Fifty-five (555) Hanna's Addition to the City of Fort Wayne, Allen County, Indiana.

Lots One (1), Two (2), Three (3), Four (4), Five (5) Six (6), Seven (7), Eight (8), Block Nine (9) Ewings Addition to the City of Fort Wayne, Allen County, Indiana.

5. That the ~~11th~~ day of August, 1938, at 7:30 o'clock P. M., be and the same is hereby fixed as the day and time when the Board will receive and hear remonstrances from persons interested in or affected by the construction, maintenance and repair of said private overhead passageway, ramp or overpass and when final action will be taken confirming, modifying or rescinding this Resolution.

Adopted this 19th day of July, 1938.

BOARD OF PUBLIC WORKS OF THE CITY OF
FORT WAYNE.


SECRETARY

GENERAL DESCRIPTION OF PROPOSED BRIDGE OVER WEBSTER STREET

FOR

PERFECTION BISCUIT COMPANY

The above contemplated bridge is to be located on the north side of Pearl Street spanning over Webster Street as shown on the attached drawing. The bottom of the bridge will be a minimum of 27 ft. above the present street grade. The bridge will be substantially 28 ft. 6 in. wide and approximately 19 ft. high. The length of the span from the main building of the Perfection Biscuit Company on the east side of Webster Street to the Bread Plant on the west side of Webster Street will be 66 ft. 0 in. from building to building.

The bridge will be a thoroughly permanent, rigid and high-grade structure supported upon properly designed structural steel faced with structural steel facing over masonry or insulated steel walls. Floor construction will be of concrete neatly finished from below and the roof will be of structural steel joist with concrete slab. Lighting will be with glass brick in modern style.

Any necessary additional information will be promptly supplied by the under-signed but it can be assured in general that the structure will be modern, neat, and thoroughly substantial.

A. M. STRAUSS, Architect

415 Cal-Wayne Building

Fort Wayne. Indiana

AMS:GG
7/9/38

704

Fort Wayne, Indiana
July 14, 1938

To the Hon. Board of Public Works of the
City of Fort Wayne.

Your petitioner, Perfection Biscuit Company, a corporation organized under the laws of the State of Indiana, respectfully represents that it is engaged in general baking business and that its place of business is located at 250 Pearl Street in the City of Fort Wayne, Indiana;

That Webster Street from the North line of Pearl Street to the South line of the right of way of the New York, Chicago, and St. Louis Railroad Company is a public thoroughfare in the City of Fort Wayne, Allen County, Indiana; that your petitioner, Perfection Biscuit Company, owns all of the real estate abutting and adjoining Webster Street from the North line of Pearl Street to the South line of the right of way of the New York, Chicago, and St. Louis Railroad Company; that Webster Street at this particular point is generally known as a dead end street and that Webster Street does not proceed across the right of way of the New York, Chicago, & St. Louis Railroad Company; that consequently, there is very little vehicular traffic traversing this particular portion of Webster Street.

Your petitioners request the permission to construct an overhead structure connecting the buildings of the petitioner located on Webster Street. Your petitioner further represents that said overhead structure will be a minimum of 27 feet above the present street grade and that said overhead structure will be substantially 28 feet 6 inches wide and approximately 19 feet high. That the length of the overhead structure from the main building of the petitioner, Perfection Biscuit Company, on the east side of Webster Street to the bread plant on the west side of Webster Street will be 66 feet from building to building.

Your petitioner further represents that if such permission is granted, said private overhead structure, passage way, ramp and overpass will be thoroughly permanent, rigid and high-grade structure supported upon properly designed structural steel faced with structural steel facing over masonry or insulated steel walls. The floor construction will be of concrete neatly finished from below and the roof will be of structural steel joist with concrete slab. Said overhead structure will be adequate to carry any maximum load that may be placed, carried or transported thereon or over the same of any kind or character and in any manner whatsoever and will be constructed in accordance with and as provided in said plans and specifications, and which, for identification, will be signed by your petitioner, Perfection Biscuit Company, and filed in the office of the Board of Public Works.

Your petitioner further represents that said overhead structure will be maintained in a firstclass condition and state of repair, and your petitioner, Perfection Biscuit Company, will prevent the same from becoming obnoxious or unsightly in appearance.

Your petitioner, Perfection Biscuit Company, will not, in the construction, maintenance and/or repair of said passageway, ramp or overpass, allow or permit any unnecessary interruption by reason thereof in the moving of street railway traffic, either day or night, and will take

all necessary precaution to prevent any damage to either person or property from such construction, aintenance or repair.

Your petitioner, Perfection Biscuit Company, will prosecute said work in such manner as to cause the least unnecessary interruption and inconvenience to the traveling public generally, and will cause proper danger warnings to be placed during the prosecution of said work by the placing of proper barricades and warning signs in the daytime and between sundown and sunrise will maintain proper red light warnings.

Your petitioner, Perfection Biscuit Company, further represents that it will protect and save the City of Fort Wayne harmless from any loss, cost, damage, expense and/or attorney fees growing out of or connected with the construction, maintenance and/or repair of said passageway, ramp or overhead passage way and will save said city harmless from the payment of any such loss, cost, damage, expense and/or attorney fees caused by or growing out of any injury or damage to any person or property by reason thereof and will defend at its expense any action that may be begun against said City to recover any such loss, damage, expense, cost and/or attorney fees and will pay any judgment that may be rendered against said City in any such action, reserving, however, its right to appeal from any such judgment if it so desires either in its name or the name of said City; providing, the summons served upon said City in any such action is delivered to the petitioner, Perfection Biscuit Company, at its office in said City previous to the return date mentioned therein.

IN WITNESS WHEREOF your petitioner has caused its name to be subscribed, and its corporate seal to be affixed hereto this 14th day of July, 1938.

PERFECTION BISCUIT COMPANY

BY:

A. L. Popp Vice Pres.
C. W. Mayfield Secy.


The Perfection Biscuit Company, a corporation, organized under the laws of the State of Indiana, now files with the Board its petition for permission to construct and maintain a private, overhead, passageway, ramp, or overpass over and across Webster Street, connecting the property on the East side of Webster Street to the property on the West side of Webster Street, said structure to be a minimum of twenty-seven (27) feet above the present street grade and to be substantially twenty-eight (28) feet six (6) inches wide and approximately nineteen (19) feet high, and sixty-six (66) feet long, which petition is in the words and figures following, to-wit: (H. I.) and the Board having considered said petition and being acquainted with the traffic conditions and use of Webster Street at said point, finds that the petitioner is the owner of all of the real estate on the east and west side of Webster street from the north line of Pearl Street to the south line of the right of way of the New York, Chicago & St. Louis Railroad Company, and the Board now determines that such private overhead passageway, ramp or overpass would not be detrimental to or inconsistent with the free use of the easement of the public in said street and would be beneficial to the public, and it now determines that it desires to grant said petition;

THEREFORE, the following resolution was unanimously adopted: (H.I).

J. B. SPATZ,
PRESIDENT
H. L. POPP,
VICE-PRESIDENT
C. W. WINFIELD,
SECY. & MANAGER
O. R. KIEFER,
TREASURER

PERFECTION BISCUIT COMPANY

250 TO 310 PEARL ST.

FORT WAYNE, IND.

MANUFACTURER OF

P.W. CRACKERS

PERFECTION COOKIE-CAKES AND SUGAR WAFERS

PERFECTION BREAD AND LAYER CAKES

TRADE MARK REGISTERED U.S. PATENT OFFICE

FACTORY
FORT WAYNE, IND.
...
SERVICE STATIONS
SOUTH BEND, IND.
INDIANAPOLIS, IND.
LA FAYETTE, IND.
JACKSON, MICH.

August 4, 1938.

Board of Public Works
City Hall
Fort Wayne, Indiana

Gentlemen:

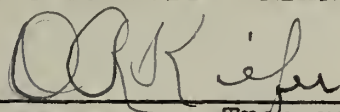
We are in receipt of your letter of August 3 enclosing invoices from the News Sentinel and Journal-Gazette for publication of Declaratory Resolution #704.

We have this day mailed each newspaper a check to cover this charge.

Yours very truly,

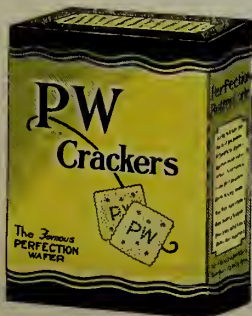
PERFECTION BISCUIT COMPANY

By:



Treasurer

ORK:F



August 3, 1938

Perfection Biscuit Company
250 Pearl Street
City

Attention: Mr. H. L. Popp
Vice-president

Re: Overhead Bridge

Gentlemen:

We are herewith sending to you Proofs of Publication from the Journal-Gazette Company and the News-Sentinel on the above along with the invoices covering the same.

Kindly pay the invoices to the respective companies and notify this office when this has been done.

You will note the date of the hearing has been set for August 11, 1938 at 7:30 o'clock P.M.

Yours truly,

BOARD OF PUBLIC WORKS

BY _____

Robert G. Beams
Chairman

RGB/HWS
Encls:4

A.M. STRAUSS
ARCHITECT
415 CAL-WAYNE BUILDING
FORT WAYNE, INDIANA

July 9, 1938

Mr. Walter Helmke, Lawyer
217 Standard Building,
Fort Wayne. Indiana

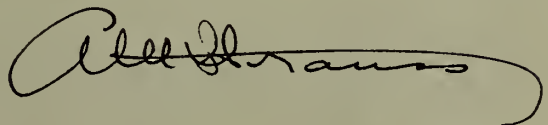
Dear Mr. Helmke:-

In accordance with our telephone conversation of today I am sending you herewith prints showing the size and general character of the contemplated bridge over Webster Street for the Perfection Biscuit Company and am enclosing herewith outline description of the proposed structure.

If there is anything further you wish or anything not sufficiently clear or complete in the attached data please advise and I will reply immediately.

Yours very truly,

A
M
Strauss
G
G



State Street	Broadway	
Jefferson Street	Taylor Street	
Stephlet Street	Nelson Street	
Broadway	Stephlet Street	
Jefferson Street	Broadway	
Van Buren Street	Jefferson Street	and
Washington Blvd.	Van Buren Street	and
Broadway	Washington Blvd.	and
Wells Street	Huffman Street	and
State Street	Wells Street	and
St. Marys Avenue	State Street	and
Goshen Avenue	St. Marys Avenue	and
Sherman Blvd.	Goshen Avenue	and

and on each and all of the streets, alleys and public places intersecting and crossing the above named streets and public places on which the motor buses of the Corporation are to be operated, with all necessary turnouts, loops and turnarounds and such temporary variations from the above named streets, or any of them as may from time to time be required to meet emergencies or unusual conditions, and in, over, upon and along such other streets and public places in the said City of Fort Wayne, and portions thereof, as the said Board of Public Works may from time to time in writing permit, subject to the approval of the Common Council of the City.

The rights, authority, privileges, franchises and permits granted by this Section 3 are supplemental to, and shall in no way abrogate, impair or diminish, each and all of the rights which the Corporation now has, or may at any time or time have in the future, under or in any way connected with each and all of the certificates of public convenience and necessity for the operation of motor buses under or by virtue of the Motor Vehicle Act of the State of Indiana, now owned or held or hereafter acquired by the Corporation, and the City hereby consents to and approves the establishment and operation, under a certificate or certificates of public convenience and necessity issued by the Public Service Commission for the State of Indiana, of motor buses by the Corporation upon the above named streets and public places on which the motor buses of the Corporation are to be operated.

Section 4. The Corporation, for the use of the City's streets in the operation of the Corporation's motor buses, agrees to pay, semi-annually on or before thirty (30) days after the first days of January and July in each year this agreement remains in effect with respect to motor buses, an amount equal to, and based on the rate of, Fifteen dollars (\$15) per annum for each motor bus of the Corporation in regular and scheduled operation in the said City of Fort Wayne (excluding those motor buses required for extra or unusual operations or as a substitute for regularly scheduled motor buses), which sum shall be determined and be paid upon the following terms and conditions:

On or before thirty (30) days after the first days of January and July, respectively, in each year this agreement remains in effect with respect to motor buses, the Corporation shall make and file with the Board of Public Works of the City and the Controller of the City, respectively, a verified report showing (1) the number of the Corporation's motor buses in regular and scheduled operation in the said City of Fort Wayne during the six (6) calendar months immediately preceding January and July, respectively, in each year; and (2) the amount due for such six (6) months' period, to be determined by multiplying the number of motor buses of the Corporation in regular and scheduled operation in the said City of Fort Wayne during such period by Seven dollars and fifty cents (\$7.50).

The Corporation, concurrently with the making and filing of said report, shall pay the Controller of the City the amount shown by said report to be due to the City for such six (6) months' period.

In case the Corporation shall default in making the aforesaid payments and such default shall continue for sixty (60) days, the City shall have the right, at its election, to terminate this agreement with respect to motor buses, by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the President of the Corporation.

Ten (10) years from the date hereof and each and every ten (10) years thereafter, either party hereto may, upon and by giving ninety (90) days' advance written notice, request a revision of the franchise fee for motor buses, and thereupon the parties hereto shall meet and agree upon a new franchise fee, if possible, which new fee shall become and remain in full force and effect and shall be paid by the Corporation until any other or further franchise fee revision in accordance with the provisions of this paragraph. In the event the parties are unable to agree upon a franchise fee revision within the last ninety (90) days of such ten (10) year period, then such franchise fee revision shall be submitted to a board of arbitration, which shall be composed of three (3) members to be selected within thirty (30) days after the said ninety (90) days, one of whom shall be selected by the City, one of whom shall be selected by the Corporation, and the third of whom shall be selected by the other two members. Such board of arbitration shall meet and continue sessions without unnecessary delay until a decision is reached, and, after hearing both the City and the Corporation, shall determine the franchise fee for motor buses to become effective for the ten (10) year period immediately following the ten (10) year period in which the aforesaid notice was given and for each ten (10) year period thereafter until further revised in accordance with provisions of this paragraph. The determination and decision of a majority of the said board of arbitration shall be final, conclusive and binding upon each of the parties hereto.

Section 5. The City, pursuant to the request of the Corporation, hereby consents to the abandonment by the Corporation of its street railway service rendered by electric street cars operated upon rails or tracks in, over, upon and along the streets and public places in the City of Fort Wayne, Indiana, as follows, to-wit:

On the Following	Between the Following	Named Streets
State Street	Spy Run Avenue	and
Spy Run Avenue	State Street	and
Columbia Street	Clinton Street	and
Main Street	Clinton Street	and
LaFayette Street	Main Street	and
Jefferson Street	LaFayette Street	and
Harmer Street	Jefferson Street	and
Washington Blvd.	Harmer Street	and
Lewis Street	Colboun Street	and
Maumee Avenue	Fletcher Street	and
Reynolds Street	Warren Street	and
Summer Street	Reynolds Street	and
Schele Avenue	Summer Street	and
Edsall Avenue	Raymond Avenue	and
Calhoun Street	Pontine Street	and
Taylor Street	Broadway	and
Wallace Street	Colboun Street	and
John Street	Wallace Street	and
Creighton Avenue	John Street	and

upon commencement of service rendered by trackless trolley cars over the routes to be substituted therefor, in, upon and along certain of the streets and public places named in Section 1 hereof, or upon the commencement of motor bus service over the routes to be substituted therefor in, upon and along certain of the streets and public places named in Section 3 hereof, as the case may be. It is understood and agreed that the Corporation shall at no time or times in the future reestablish street railway service by means of electric street cars operated on rails or tracks in or upon any or all of the streets as in this paragraph named without the consent of the City first had and obtained.

Section 6. The City, pursuant to the request of the Corporation, hereby consents to the abandonment by the Corporation of its motor bus service rendered in, over, upon and along the streets and public places in the said City of Fort Wayne, Indiana, as follows, to-wit:

On the Following	Between the Following	Named Streets
State Street	St. Marys Avenue	and
Highlands Blvd.	State Street	and
Purdue Street	Highlands Blvd.	and
Cambridge Blvd.	Purdue Street	and

upon commencement of motor bus service over the routes to be substituted therefor in, upon and along certain of the streets and public places named in Section 3 hereof. It is understood and agreed that the Corporation shall at no time or times in the future reestablish motor bus service in or upon any or all of the streets as in this paragraph named without the consent of the City first had and obtained.

Section 7. In the installation, maintenance, renewal and repair of the poles, supports, span wires, transmission and feeder wires, trolley wires, conduits, conductors, cables, transformers, guy wires, guy stubs and anchors, braces and other apparatus, fixtures, appliances and equipment mentioned in Section 1 hereof, the Corporation may place, operate and maintain the same in such manner as to allow the trackless trolley cars to accommodate themselves to traffic conditions and to be operated freely over either side of the street, and shall obstruct the streets and public places to such extent only as shall be reasonably necessary; provided, however, that the Corporation shall give to the said Board of Public Works advance written notice of all new construction work excluding maintenance and repairs undertaken by or on behalf of the Corporation. The Corporation may make all necessary excavations and openings in the streets and other public places of the City for the purposes aforesaid, and when making such excavations and openings, shall, by signal, guards, barricades or otherwise protect the public from injury to persons and property, and shall save and hold the City harmless from all damages, costs and expenses which the City may be compelled to pay proximately caused by the carelessness or negligence of the Corporation in the construction, maintenance and operation of its trackless trolley car system and motor bus system hereby authorized. The Corporation shall restore all streets and public places opened by it for the purpose aforesaid to as nearly as practicable the same order and condition as the same were before such opening.

Section 8. Each turnout, loop and turnaround located on private property and used by the Corporation in the operation of its trackless trolley cars or motor buses shall be placed and maintained by the Corporation, at its own cost and expense, in good condition and so as to present a neat and attractive appearance in keeping with the community in which each such turnout, loop or turnaround shall be located.

Section 9. The Corporation shall keep the trackless trolley cars and motor buses clean, properly ventilated and heated, provided with comfortable seats, efficiently lighted at night with electricity or other approved means, in good repair, and painted and decorated so as to present an attractive appearance both on the outside and inside. Each trackless trolley car and motor bus shall have thereon the name of the line or route or the point of destination, in letters of such size as may be readily seen at a reasonable distance by persons of ordinary eyesight in the daytime, and at night shall have displayed on the front end thereof the name of the line or route or point of destination, so illuminated as to be readily seen at a reasonable distance by persons of ordinary eyesight. The Corporation in the operation of its trackless trolley car system and motor bus system shall furnish reasonably adequate service and facilities.

Section 10. All of the rights, authority, privileges, franchises and permits herein and hereby granted to the Corporation, its successors and assigns, shall in no manner or degree abrogate, impair or diminish any or all of the rights, privileges, franchises and permits which the Corporation now has, or the Corporation, its successors and assigns, may have at any time or times in the future, under or pursuant to the Public Service Commission Act, the Motor Vehicle Act of the State of Indiana, or any other Act or Acts of the State of Indiana with respect to or in any way connected with the operation by the Corporation of a trackless trolley car system and/or motor bus system, and all the rights, authority, privileges, franchises and permits given, granted and provided for, by this agreement, shall supplement and be in addition to all other rights, authority, privileges, franchises and permits of the Corporation, its successors and assigns with respect to its operation of a trackless trolley car system and/or motor bus system. This franchise agreement shall be indeterminate as to the period of its duration, except as to the right of termination by the City as provided by Section 2 and 4 hereof; provided, however, that if for any reason or cause whatsoever it shall cease to be indeterminate or shall be annulled or become inoperative as an indeterminate franchise agreement, this agreement shall extend for and during the term of forty (40) years from and after the date of the execution of this agreement.

Section 11. The Corporation, at its own cost and expense and within four (4) years from the date hereof, shall remove such of the tracks and rails of the Corporation, together with their appurtenances, in the streets of the City, as are no longer used for street or interurban railway operations, and shall restore the spaces thus left in each such street so as to conform in condition and type of improvement to the portion of such street on either side thereof. All work in connection with such track removal and restoration of streets shall be carried on in such manner and under such conditions as shall be satisfactory to both of the parties hereto. During each year of said four (4) year period the Corporation shall remove and restore at least one-fourth (1/4) of the total mileage of rails to be removed and streets to be restored as aforesaid. In the event that in any year of the said four (4) year period the Corporation shall remove and restore more than one-fourth (1/4) of the total mileage of rails to be removed and street to be restored as aforesaid, such excess may be applied by the Corporation to its one-fourth requirement of track removal and street restoration for any subsequent year. In the event the Corporation shall fail to remove and restore in any one or more years of said four (4) year period, the mileage of tracks and street to be removed and restored, respectively, in such year, the City shall have the right, upon giving sixty (60) days' advance written notice to the Corporation, to remove and restore respectively such amount of track and street, at such places as the City shall determine, but at the expense of the Corporation, which Corporation upon the payment to the City of such expenses shall be entitled to receive and hold as the owner thereof all tracks, rails, ties, brick and all other equipment, appurtenances and material removed by the City.

Section 12. This agreement, and each and all of the terms and provisions thereof, shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, and shall be in full force and effect from and after the date of its being approved by ordinance duly adopted by the Common Council of the City.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

APPROVED AS TO FORM AND LEGALITY. CITY OF FORT WAYNE, INDIANA

By _____

City Attorney

ATTEST: _____

Clerk

Its Board of Public Works

INDIANA SERVICE CORPORATION

ATTEST: _____

Mayor

By _____

President

Secretary

Public notice is further given that said Board of Public Works did also fix the time at which said contract shall be finally considered as the 30th day of October, 1930, at the hour of 7:30 o'clock, P.M., at the regular meeting place of said Board of Public Works in the City Hall in said City of Fort Wayne, Indiana, at which time and place a public hearing will be had and at which any taxpayer may appear and file protest against any and all of the provisions in said contract.

ROBERT G. BEAMS

DAVID LEWIS

JOHN H. JOHNSON

Board of Public Works of the City of Fort Wayne.

ATTEST

CHAS. F. HESS,

Clerk

10-13-19

(G. S. Alloys)

Results Of Matches.

No. 1 won three games from No. 4.
No. 2 won two games from No. 6.
No. 3 won two games from No. 5.

Standings.

	W.	L.
No. 1	8	3
No. 2	8	4
No. 3	7	5
No. 4	5	7
No. 5	4	8
No. 6	3	9

200 Games.

Aumann, 201; Doehrmann, 213; Matthews, 214; Fitzwater, 221; Yahno, 220; Stute, 201; Elnaeldol, 213; Starke, 234; Patterson, 203.

EMMAUS LADIES.

(Emmaus Alloys.)

Results Of Matches.

Sand Point Greenhouse won two games from Timmo & Sons.
Gollar's Dry Cleaning Shop won three games from Diemer & Son, Painters.

Standings.

	W.	L.
Gollar's Dry Clean. Shop	5	1
Sand Point Greenhouse	4	2
Timmo & Sons	2	4
Diemer & Son, Painters	1	5

High Games.

H. Lehrman, 174, 210.

ST. PAUL WEDNESDAY NIGHT.

(St. Paul Alloys)

Results Of Matches.

Eskay Dairy won two games from Stato Auto Insurance.
Walton Coal Company won two games from Lutheran Aid Insurance.

Standings.

	W.	L.
Eskay Dairy	6	3
Walton Coal Company	6	3
Lutheran Aid Insurance	3	6
Stato Auto Insurance	3	6

600 Series.

G. Kalaer, 612.

200 Games.

F. David, 211; O. Schelmer, 221; H. Adams, 208; E. Niemeyer, 200; W. Koshlenger, 217; W. Daseler, 220; G. Kalaer, 213-221.

BUSINESS.

(N. S. Recreation Alloys)

Results Of Matches.

Red Bird Cigars won 2 games from Berghoff.

Pepsi Cola won 2 games from Centlivre.

Hoff-Brau won 2 games from Eckrich Sons No. 1.

Standings.

	W.	L.
Eckrich Sausage No. 1	14	4
Hoff-Brau	11	7
Pepsi Cola	9	9
Berghoff	8	10
Red Bird Cigars	8	10
Centlivre	4	14

200 Games.

Jones 203, Wya 205, Cox 200.

MOTOR CARRIER.

(Community Center Alloys)

Results Of Matches.

H & K Motors won 3 games from F & S Transit.

Aemo Atlas won 2 games from Norwalk Truck.

CCC Highway won 2 games from OIM Transit.

Standings.

	W.	L.
CCC Highway	13	5
Aemo Atlas	13	5
F & S Transit	8	10
Norwalk Truck	7	11
H & K Motors	7	11
OIM Transit	6	12

200 Games.

Voltz, 208.

LADIES' MAJOR.

(Court Alloys.)

Results Of Matches.

General Hosiery won three games from Miller.

Pollak Wayne Maid Frocks won two games from Central Grill.

Wayne Paper Box won two games from Isaly's.

N. B. Putnam won two games from Wayne Dog Food.

Standings.

	W.	L.
General Hosiery	12	3
Isaly's	10	5
Miller Special	8	7
Central Grill	7	8
Wayne Paper Box	7	8
Pollack Wayne Maid Frocks	6	9
Wayne Dog Food	5	10
N. B. Putnam	5	10

High Series.

S. Scott, 160-167-195-522; Weber, 158-178-177-513; Hoekmeyer, 147-165-201-513; V. Linnemeyer, 180-146-186-512; Miller, 186-168-177-531; Oetting, 179-173-155-507; Rubey, 213-183-192-588; Scholsser, 192-168-153-513; McBride, 148-182-174-504; Mora, 173-157-172-503; Kessler, 177-172-202-551; Lennart, 200-138-182-528.

High Series.

Watson, 211; Franke, 182; K. Wilson, 177; Fink, 190; Hunt, 168-171; H. Linnemeyer, 174; Vesey, 186; Koop, 180; Kramer, 199; Hornberger, 180; Mahlan, 180; Pallone, 194; Benocke, 179; Sheets, 172.

Harvester A.A. Names Nominees For Offices

Nominees as candidates for offices in the election at the annual January meeting were named from the floor at the quarterly meeting of the International Harvester Wednesday night at St. Paul's Hall. More than 300 members attended to hear Charles M. Harblan, plant superintendent and chairman of the board, speak.

For president, Fred Bellmon and Herbert Clemons were nominated; Adrian James, Paul McNamara and Ben Magley were named candidates for vice-president; the post of secretary will be filled by Carl Linnemeyer or Earl Schoppman, and candidates for treasurer are Paul Wolf and Irvin Birkhold.

Bill Collins was master of ceremonies for a social program after the business meeting. Ward Hall, of the police traffic department, spoke concerning training of police officers.

Plan Kicking Contest

The second annual football kicking contest for teams of the Junior Touch football league will be staged at Welser Park Friday, October 20; Packard, Tuesday, October 24, and Hamilton, Friday, October 27. Charms, donated by Foster Moore, will be given winning team and the entire contest will be under the recreation leaders of the Works Project Administration. At the present time, 18 junior teams are playing touch football every week in Welser, Packard and Hamilton Parks.

Philadelphia in 1823 had in its prisons 1,085 debtors for debts totaling \$25,400, and the city paid \$382,078 for keeping them while the debts recovered by the process amounted to \$205.

CINCINNATI, Oct. 10.—(A.P.)

Al Simmons, veteran outfielder of the Cincinnati Reds, was given his unconditional release today, less than two months after he was obtained from the Boston Bees.

SPORTS PARADE

By Henry McLemore

NEW YORK, Oct. 19.—(U.P.)—Good-bye, academy award to "Goodbye, Mr. Chips"

Robert Donat's chance of getting Hollywood's coveted "Oscar" for his portrayal of Mr. Chips went a-glimmering today when it was learned that Tony Galento soon would head for California to make a picture.

The Academy of Motion Picture Arts and Sciences awards its gold statuette to the actor giving the outstanding performance of the year, and you can bet your last dollar that Galento's will be just that. With Mac West and W. C. Fields in his supporting cast, the Barrymore of the beer barrels is a 1 to 10 cinch to outdo all the Munis, Tracys, Gables and Donats, because not since Rin Tin Tin was at the height of his glory has Hollywood seen an actor with the emotional range of Galento.

Those of us who have been watching Galento for the past 10 years or so know that he can run the gamut of emotions as easily as Man O'War over did the mile and a quarter. In his four-act drama with Joe Louis, for example, Galento flooded every human feeling. In the first act, he gave a vivid portrayal of acorn and braggadocio.

Face Was A Study.

In the second his face was a study in caution and surprise.

In the third, he rose to supreme heights to thrill the spectators with a masterful show of courage and recklessness. And in the fourth, without the use of make-up, and without the use of speech, he became an old, old man, beaten and worn, and ready to die.

In fewer than 12 minutes Galento went from a strong, healthy man, in full possession of his mental and physical faculties, to an old tired, and completely wrecked human being. Of course, he had the full co-operation of Louis, one of the best straight (right) men in the show business.

The report from Hollywood is that the script for Tony's picture calls for him to have his biggest scene in a saloon setting. Whether he will play the bartender, the bouncer, or a customer is not known, but it is believed that the director, once he has seen Tony working on a tankard or alo, will cast him in the role of the customer. As a customer, whose business it is to drink beer, Galento will be sensational, terrific, magnificent and almighty colossal. There may be actors in Hollywood capable of giving a better performance at the bar than Galento, but they would be character actors. And Tony would just be himself.

Not Out Of Place.

Of course, he wouldn't be out of place as the bartender or the bouncer. He performs both duties in real life in his pub in New Jersey, and critics who have seen him draw one light or pop a trouble-maker on the noggin say that he is more than adequate.

Galento will be accompanied to Hollywood by Joe Jacobs, a director of the old school. I wouldn't be surprised if Jacobs hasn't directed more farces than any other man in the business.

Lights! Cut!

County League To Meet

The first organization meeting of the Allen County Basketball League will be held at the Main Auto Supply Company Tuesday, October 24, at 7:30 p.m. Ten teams, formed the league last year and most of the teams will be back this year with several new comers. All team managers or sponsors interested are invited to attend and for additional information should call Wayne Lambert, A-58064.

Eddie Cantor Is Happy; There's A Boy In The Family

HOLLYWOOD, Oct. 19.—(U.P.)—There's a boy, at last, in the Cantor family.

And Grandpa Eddie Cantor was so excited and incredulous he telephoned the hospital twice, all the way from Boston, to be sure someone wasn't kidding him.

The boy, a husky chap of 8 pounds 9 ounces, was born last night to Mrs. Natalie Metzger, 22-year-old daughter of the comedian, who has five girls, and to his sorrow, no boys.

Cantor's failure to produce the son he so much desires is a Hollywood legend. He has yearned publicly for a boy, and even made comic quips on the matter.

Cantor's grandson was born after a Caesarian action performed by Dr. Irving Leroy Ross at Cedars of Lebanon Hospital. Dr. Ross said mother and child are "doing splendidly."

Four Central Hi-Y Boys At Convention

Four members of the Central Hi-Y Club, accompanied by C. O. Leonard, boys' work secretary of the Young Men's Christian Association, left today for Chapman, Kan., to attend the national observance of the founding of the first Hi-Y club. Club representatives from all over the United States and Canada are meeting in Chapman this week end to commemorate the fiftieth anniversary of the organization of the Hi-Y movement at that place in 1880.

Representatives of the Central Hi-Y who are attending this national conference are Kenneth Ahlersmeyer, Bob Floyd, Rex Hartup and Eugene Meier. The party expects to return to Fort Wayne Sunday or Monday.

Indiana will be represented by eight delegates with Fort Wayne having the largest individual representation. Morie Carvor, state boys' work secretary of the Indiana YMCA, also will attend.

The seven Fort Wayne Hi-Y and Torch clubs will observe the fiftieth anniversary of Hi-Y work, in their meeting this Fall. This Fall also marks the twentieth anniversary of the founding of the Hi-Y movement in Fort Wayne.

The general plan of the Building of Perfection Business Co.
is filed under No. 65 in the Vault.

Fort Wayne, Ind., _____ 193_____

Board of Public Works

To **Journal-Gazette Company**

Publishers of

The Daily and Sunday Journal-Gazette

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Fort Wayne, Ind., July 1938 1938

CITY OF FORT WAYNE, INDIANA

Board of Public Works

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